

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/10/2014

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Norfolk Southern Railway Company

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Norfolk Southern Railway Company for Preliminary Engineering Services for Greenbrier Road, Phase II, Project No. 65-13-RD01

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering services contract to perform preliminary engineering review for the intersection of the new Greenbrier Parkway and Norfolk Southern Railroad track. Engineering services in a Not to Exceed (NTE) Ceiling Price of \$25,000.00. Account No. 23-6500-0813-8151

Associated Cost: \$25,000.00

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Marsi

Date: 4/4/14

revised 3/12/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **4/10/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Preliminary Engineering Services**

Document Name: **Norfolk Southern Greenbrier PH II Project No. 65-13-RD01**

City Obligation Amount: **\$25,000.00**

Total Project Budget: **\$25,000.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8151**

Procurement Agreements

Not Applicable

Not Applicable

Grant-Funded Agreements

Not
Applicable

Grant Name:

Department	Signature	Date
1) Originating	<i>Kathy Marsh</i>	4/4/14
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Norfolk Southern Railway Company, in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for Preliminary Engineering Services for Greenbrier Road, Phase II, Project No. 65-13-RD01, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Norfolk Southern Railway Company for Preliminary Engineering Services for Greenbrier Road, Phase II, Project No. 65-13-RD01" consisting of a total of one (1) page, and the date of April 10, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 10th day of April, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 10th day of April, 2014.

Mayor of the City of Huntsville,
Alabama

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City of Huntsville (hereinafter called "CITY"), and Norfolk Southern Railway Company (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County State:	Huntsville, Limestone County Alabama
AAR-DOT#:	731839H
Street /Bridge Name:	Greenbier Road/Parkway CR 115
Description:	Relocation of the Greenbrier Rd. at-grade crossing milepost 354.17-A to the Greenbrier Pkwy. at-grade crossing milepost 355.00-A.

Preliminary Engineering Cost Estimate: \$25,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting December 9, 2013. The COMPANY agrees to provide preliminary engineering services at the request of the CITY or its agent, whether written or verbal.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY
Signature: _____
Name: Tommy Battle
Title: Mayor
Date: April 10, 2014

COMPANY
Signature: _____
Name: J.N. Carter, Jr.
Title: Chief Engr. Bridges & Structures
Date: _____

**President of the City Council of the City
of Huntsville, AL**
Date: April 10, 2014